



**County of Spokane Washington  
Purchasing Department**

PHONE (509) 477-2301

1211 W. Gardner Ave., 2<sup>nd</sup> Floor, Spokane, WA 99260

FAX (509) 477-6627

October 24, 2018

**REQUEST FOR QUALIFICATIONS (RFQ) P11005**

**US 2 Transportation Study Consulting Services**

Submittals from minority, women and disadvantaged business enterprises are encouraged

<p><b>SUBMITTAL DEADLINE</b> 3:00 P.M. Local, Wednesday, November 14, 2018</p>	<p><b>SUBMIT</b> SIX - One Original plus five duplicate copies and one (1) electronic copy on a USB flash drive</p>
<p><b>DELIVERY BY HAND</b> Spokane County Purchasing Department 1211 W. Gardner, 2<sup>nd</sup> Floor, Suite Spokane, Washington</p>	<p><b>DELIVERY BY MAIL</b> Spokane County Purchasing Department 1211 W. Gardner, Spokane, WA 99260</p>

**Prepared By:**  
Victor Leamer, Buyer

**Prepared For:**  
Public Works Division

Questions regarding transportation study work should be to Kara Mowery at [kmowery@spokanecounty.gov](mailto:kmowery@spokanecounty.gov) or (509) 477-7475. All other questions regarding this submittal should be directed to Victor Leamer, Buyer, at (509) 477-3693.

REVIEWED BY:

Tony Hall  
Purchasing Manager

Date

*UM a UM 10/17/18*

Chad W. Coles, P.E.  
County Engineer

Date

*Chad W. Coles*

*10/17/18*

**If your firm elects to not submit a response to this Request For Qualifications, please complete the “No Response Statement” form and return to the County.**

Spokane County Purchasing  
 Department  
 1211 W. Gardner Ave., 2<sup>nd</sup> Floor  
 Spokane, WA 99260



**RFQ Number:  
 P11005  
 US 2 Transportation  
 Planning Study**

## NO RESPONSE STATEMENT

Receipt of this completed form will assist us in calling for future submittal work of this nature. Please complete and submit this form prior to the submittal deadline as shown on the Request For Qualifications notice or document.

**A response to the Request For qualifications is not being submitted for the following reason(s):**

- |   |   |
|---|---|
| <input type="checkbox"/> We do not provide the required services<br><input type="checkbox"/> The project scope is too small<br><input type="checkbox"/> The project scope is too large<br><input type="checkbox"/> Cannot handle due to present work load | <input type="checkbox"/> Insufficient time to prepare submittal<br><input type="checkbox"/> Licensing restrictions (please explain)<br><input type="checkbox"/> Other reasons or additional comments (please explain below) |
|---|---|

I / We wish to respond to similar services in the future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title	Date
Do not write in this space	Firm Name	
	Address	
	City	
	State	Zip Code
	Telephone Number	

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## REQUEST FOR QUALIFICATIONS

1. **NO RESPONSE STATEMENT:** Firms that are not able to or do not wish to submit a response are encouraged to complete and return the enclosed No Response Statement form. Return of the form will help us keep our solicitation lists up to date, minimize printing and distribution costs and stop inconveniencing Vendors with what they might perceive as “junk mail”. Therefore to help achieve our goal if no response to this solicitation is received by a vendor after two consecutive mailings, the vendor may be deleted from our vendor mailing list for this type of commodity item.

2. **DEFINITIONS:** For clarification and the purpose of brevity, the following definitions will be used throughout these specifications:

#	Term	Definition
1	Contractor	1. See Entity. 2. Engineering Consultant professional services rendered by any person contracting to perform activities within the scope of the general definition of professional practice in chapters 18.08, 18.43, or 18.96 RCW 3. The person or entity awarded a contract resulting from this RFQ.
2	Company	Same as Entity.
3	Contractor	Same as Entity.
4	County	Spokane County Washington, a political subdivision of the State of Washington.
5	Entity <sup>1</sup>	A firm, company or a person working through a sole proprietorship or other legal organizational structure.
6	Firm	See Entity.
7	Person	See Entity.
8	Professional Services	See Contractor
9	Respondent	An entity submitting a response to the RFQ
10	Vendor	Same as Contractor
<sup>1</sup> Unless otherwise specified newly established entities will be given consideration if they are able to demonstrate a history of experience as indicated in their response to this RFQ by their key personnel who will be assigned to this project.		

3. **NON-DISCRIMINATION:** The Spokane County Board of County Commissioners hereby notifies all firms that no person or organization shall be discriminated against on the basis of race, religion, color, age, sex or national origin in consideration for an award issued pursuant to this advertisement. Additionally, minority business enterprises are encouraged to submit responses to this invitation.

#### 4. SELECTION OF SERVICE PROVIDER:

4.1. It is the intent of the County to select a Service Provider from the firms who submitted a qualification proposal. Each of the firms that the County determines is qualified to do the work will be ranked in order of their qualifications. The County will determine which firm is the “most highly qualified” to perform project specific services as needed. Agreement for services will always first be negotiated with the firm selected as the “most highly qualified” (rank order 1). In the event that Spokane County is unable to negotiate an agreement with number 1 ranked firm at a price the agency determines to be fair and reasonable for these projects, the county may terminate such negotiations and enter into negotiations with the next most qualified firm (ranked number 2) for these projects until either an agreement is negotiated or all firms that were determined to be qualified firms have been exhausted. Once the list has been exhausted the County, at its sole option, can either elect to begin the negotiating process over starting with the number 1 ranked firm or terminate the process.

4.2. **SELECTION OF THE MOST HIGHLY QUALIFIED:** Spokane County will evaluate the qualification proposals of all the firms responding to the RFQ and assign a raw score to each proposal. The department may make a “short list” of the most qualified firms to interview for the final selection. A minimum of three firms may be interviewed or if less than three firms submit a proposal, all firms may be interviewed. Selection of the Most Highly Qualified firm will be based on the evaluation criteria contained in RFQ P11005, the proposals submitted and the interviews if held.

4.3. No work will be undertaken without a mutually agreed upon statement of work, fee, and agreement signed by the parties. Failure to enter into a specific agreement does not remove a firm from the ranked list of firms or change its raw score. The ranked list will be firm for the duration of the qualification period.

## 5. SERVICES DESIRED:

5.1. Spokane County seeks the services of consultants to conduct a transportation study for the region surrounding US 2 between Greenbluff Road and Farwell Road.

### 5.2 Background and Project Purpose

5.2.1 The purpose of the study is to develop a multi-modal transportation master plan for the study area centered around US 2, bounded by Farwell Road on the south, Greenbluff Road on the north, Shady Slope Road on the west and Bruce Road on the east (as shown on Exhibit A). Spokane County Public Works, through partnership with the Washington State Department of Transportation (WSDOT), is leading the efforts on this transportation study to identify and provide short- and long-term multimodal mobility and connectivity solutions for current and anticipated travel demand in the study area. Much of the project area is zoned regional commercial, with surrounding areas that are developed with existing single family residential. Much of the vacant land has great potential for development. Present challenges include the bisection of the study area by a major highway (US 2) and a Burlington Northern Santa Fe (BNSF) rail line.

The solutions identified and presented within this transportation study must be appropriate for the varying adjacent land uses, in alignment with Spokane County’s Comprehensive Plan, Spokane Regional Transportation Council Horizon 2040, WSDOT “Practical Solutions” values, and the Washington Transportation Plan. Results from this study will be incorporated into future Spokane County Comprehensive Plan updates. In summary, the transportation study purpose and objectives are:

- Review and analyze the traffic generation of existing and potential land uses
- Review origin/destination data to determine trip routes.
- Review and analyze the need for access management on US 2
- Review existing conditions and identify and propose improved circulation and connectivity
- Perform a needs assessment of the local network development
- Identify and propose potential multimodal improvements

Spokane County seeks a Statement of Qualifications from qualified Consultant Teams with demonstrated experience in transportation planning, land use planning, complete street design, economic development, traffic engineering, urban design, and civil engineering. Spokane County is interested in highly-qualified teams and therefore, in order to be considered responsive, a Respondent must meet the following requirements:

1. Possess qualifications enabling the successful completion of the Project
  - a. Experience with planning transportation facilities for safe and efficient multi-modal operations.

- b. Experience in preparing conceptual engineering documents.
  - c. Experience in coordinating with utility assets in the public right-of-way.
  - d. Experience in estimating traffic impacts and Level of Service from land use development
2. Experience developing and supporting public outreach efforts across a wide spectrum of commercial and residential districts.
  3. Have performed work on projects of this size, type, and/or complexity.

## 5.2 SCOPE OF WORK

5.2.1 The objective is to conduct a study that inventories existing conditions and addresses critical issues and needs within the study area, mainly mobility, operational deficiencies, and safety for motor vehicle users, pedestrians, bicyclists, and transit users. These issues and needs may vary in magnitude and importance in the study area depending on context, as the character of the area varies from end to end. The study should identify targeted improvements that address capacity and congestion, connectivity, access management, truck and rail freight mobility, and improved operational function both along the US 2 and at existing and proposed intersections.

The study should be supportive of, and integrate the results of recently adopted or pending land use and other multi-modal plans in the area. A robust stakeholder and public engagement strategy should be developed and deployed that will engage citizens, business owners, and property owners in decisions. The study will provide an overall blueprint for improvements within the study area that include interim and long-term recommendations based upon a vision that is mutually acceptable to local and state government stakeholders and the public.

The study area is the region bounded by Farwell Road on the south, Greenbluff Road on the north, Shady Slope Road on the west and Bruce Road on the east.

The study should result in an overall vision for connectivity and mobility within the study area, and will include implementation strategies and performance criteria that support the vision. Specifically, the end product of this study, as developed by the consultant, will include:

- Documentation of the sub-area analysis
- Access management strategies
- Analysis of the origin/destination data as it relates to trips in this area.
- Identify and evaluate potential Transportation Systems Management and Operations strategies.
- Identification of potential capital improvements, along with their associated priority, within the study area to meet the needs for interim and long-term recommendations
- Recommendations for integrating existing and planned bicycle and pedestrian facilities and transit network into the interim and long-term recommended projects, as appropriate
- Recommendations for transportation improvements that can be required for development of properties in the study area, including but not limited to modifications to service roads, parking lots and driveways, and the addition/improvement of bicycle and pedestrian facilities
- Recommendations of modifications to the Spokane County arterial road plan

The project may contain the following specific tasks:

1. Develop project management plan, which should include:
  - a. Timeline for work tasks, clearly defined
  - b. Milestones and key decision making points

- c. Progress updates
- 2. Development and coordination of a Technical Advisory Committee (TAC)
- 3. Attending a project kick-off meeting with TAC
- 4. Inventory and review existing studies and plans – the consultant should review recent plans and studies that have been conducted relative to this study area and be aware of ongoing planning efforts, including but not limited to:
  - a. Spokane County Comprehensive Plan and County Land Use Zoning
  - b. Washington State Growth Management Act
  - c. Washington Transportation Plan
  - d. US 2 – Deer Road to Elk Chattaroy Road – Corridor Review
  - e. US 2: SR 206 Jct (N. Spokane) to Idaho State Line Corridor Sketch
  - f. Spokane County Environmental Services Mead Mt. Spokane Sewer Extension and Pump Station Project
- 5. Transportation Analysis – The consultant should prepare traffic analyses that may consist of the following elements:
  - a. A review of best practices in the region and the state to identify appropriate accessibility and connectivity policies that would be appropriate for implementation in the study area.
  - b. Perform or obtain existing traffic counts on select roadway segments and at specific study intersections
  - c. Prepare an analysis of existing conditions to identify, if any, deficiencies and proposed acceptable mitigation strategies
  - d. Prepare future travel demand projections within the study area using the most recent Travel Demand Model.
  - e. Analyze select links or nodes to obtain origin and destination information within the Horizon 2040 model for the study area
  - f. Analyze future conditions to identify, if any, deficiencies and develop midterm and long-term solutions to those deficiencies
  - g. Prepare safety assessments at intersections within the study area
  - h. Document recommendations that balance congestion mitigation, economic and land use development, and multimodal integration and safety, including the provision of safe and convenient bicycle/pedestrian/transit facilities along the US 2 corridor and within the study area.
  - i. Determine appropriate performance metrics to assist in evaluation of transportation alternatives.

Some relevant information such as travel demand model data, traffic and turning movement counts, crash data, etc. that already exists for the corridor may be provided by the client and does not need to be recreated for this study.

- 6. Public Engagement - The consultant should design and administer a robust public engagement strategy for this study. This strategy should include, at a minimum, meetings or workshops targeting local officials, business owners, property owners, interest groups, and the general public; and may include a comprehensive website including interactive mapping, surveys, and language translation. The US 2 corridor functions as a route for commuters, freight movement, access for shopping and retail trips, and as a neighborhood commercial corridor. Consequently, public engagement should strive to reach these users in addition to users/stakeholders located in the study area.
- 7. The consultant may develop performance standards for the study area and alternative strategies for achieving those performance levels. This task will be based on input from the public input workshops, the consultant’s research, the TAC, and from Spokane County. Also, to be included are implementation steps for each strategy. The performance standards will serve as benchmarks against which requests for development and transportation improvements can be measured.

### 5.3 DELIVERABLES

5.3.1 Provide short- and long-term mobility and circulation solutions for current and anticipated travel demand in the project area

5.3.2 Development of a sub-area transportation plan for inclusion in the Spokane County comprehensive plan

### 5.4 SCHEDULE

5.4.1 The term of the contract shall end on May 31, 2019, with final product delivery to Spokane County by that date.

### 5.7. Sources Of Funding:

5.7.1. Funding for this project is from State and Spokane County sources.

5.7.2. Funding of this contract may also be funded in whole or in part from sources, such as federal and state grants, that require special terms and/or conditions to apply. If such special terms and/or conditions are to apply to this project, the County will include the applicable special terms and/or conditions within its request for a scope of work and fee. While not an exhaustive list the Attachment titled “Special Federal, State And Local Requirements” contains more of the commonly encountered special terms and/or conditions.

6. PROJECT WORK LOCATION: US 2 between Greenbluff Road and Farwell Road in Spokane County, Washington.

7. PERFORMANCE OF SERVICES: The designation of a firm as “most highly qualified” by the County is not intended to be nor will it be a guarantee that all professional services required by the County, appropriate to a firm of its type, will be exclusively performed by that firm. The County retains the right to make selection and award work to other firms.

### 8. QUALIFICATION PERIOD TO PERFORM SERVICES:

8.1. The Selected Service Provider resulting from the RFQ will be for “open enrollment” which means that the County, reserves the right to solicit and add additional positions, services, and/or service providers to meet any unmet needs of the County as deemed necessary by the County. Such efforts on the part of the County may include, but are not limited to, the following: 1) If/when, in the opinion of the County, all attempts to utilize a Service Provider have been unsuccessful; or 2) If/when, a firm or key personnel of a given firm of the Selected Service Provider is not available to provide the services or work required by the County. Firms will NOT be permitted to submit random proposals at their own discretion at any time to the County.

8.2. The Selected Firm will be eligible to enter into an agreement to perform work until May 31, 2019, with final product delivery to Spokane County by that date.

8.3. Spokane County will determine the “most Highly Qualified” firm from the qualification submittal of all the firms that respond to the RFQ. An Agreement for services will be negotiated utilizing a Scope Of Work (SOW) and fee approved and accepted by the County and the selected firm. No work will be undertaken without a mutually agreed upon statement of work, fee, and agreement signed by the parties. The County makes no guarantee regarding the ultimate value of the work to be performed or the number of projects assigned.



8.4. In the event that Spokane County is unable to negotiate an agreement with the firm selected through the RFQ process, at a price the agency determines to be fair and reasonable, the County may terminate such negotiations and enter into negotiations with the next most qualified firm for such project until either an agreement is negotiated or all firms determined to be qualified have been exhausted. Once the ranked qualified firms has been exhausted, the County, at its sole option, can either elect to begin the negotiating process over starting with the most highly qualified firm or terminate the process.

## 9. CONFIDENTIAL/PROPRIETARY PROPOSAL MATERIAL

9.1. The Washington Public Disclosure Act, Chapter 42.56 RCW("Public Records Act") exempts the following information from public disclosure:

9.1.1. Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, and Research Data".

9.1.2. Proprietary data, trade secrets, or other information that relates to: (a) A vendor's unique methods of conducting business; (b) data unique to the product or services of the vendor. "Trade Secrets" are defined as information, including a formula, pattern, compilation, program, device, method, technique, or process that: (a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

9.2. Any information contained in the proposal that is considered confidential/proprietary must be clearly designated and marked. Marking of the entire proposal or entire sections as confidential/proprietary will not be honored and may render the submittal as non-responsive. Marking of pricing as confidential/proprietary will not be honored.

9.3. Proposals submitted to Spokane County for consideration will be held in confidence, and not be made available to other vendors for review or comparison until after award and contract execution.

9.4. If a request is made to view a proposer's confidential/proprietary documents, records, or information, Spokane County will comply strictly with the Public Records Act.

9.4.1. Spokane County shall notify the proposer in writing of the public records request as provided in RCW 42.56.520. Within ten (10) days of this notice, the affected proposer will be asked to provide the legal basis under which such documents are not subject to disclosure under the Public Records Act. Additionally, County legal staff will review the documents requested to determine whether or not the documents are subject to disclosure under that act. Spokane County will be the sole judge as to the records, documents or information that constitutes public information.

9.4.2. The proposer shall be notified in writing if Spokane County determines that the documents, records, or information are subject to disclosure. The proposer shall take such legal actions as it deems necessary to protect its interests. If the proposer has not commenced such actions within five (5) calendar days after receipt of the notice that Spokane County legal staff has determined such documents are subject to disclosure and provided Spokane County written notice of the actions, Spokane County may make such portions available for review and copying by the public as Spokane County, in its sole judgment as to the records, documents or information that constitute public information under the Public Records Act.

9.5. Defense and Reimbursement Obligations:

9.5.1. The proposer asserting that portions of its proposal can be legally protected shall bear all costs of defending such assertion, including indemnifying and reimbursing Spokane County for its administrative, expert

and legal costs and judgments involved in defending itself in actions arising from such assertions by the proposer including (without limitation) any assessments as provided by statute.

9.5.2. By submitting a proposal with portions marked “Confidential” or “Proprietary or Business Trade Secrets” or “Valuable Formulae, Designs, Drawings, Computer Source Code Or Object Code, or Research Data” or the like, the proposer has thereby agreed to the provisions of this section, including the defense and reimbursement obligations. **If these terms are not acceptable, a proposer should consider not replying to this Request For Proposal/Qualifications or Solicitation for Bids.**

10. ADDENDA TO THE REQUEST FOR QUALIFICATIONS:

10.1. Only those clarifications or interpretations of the documents that have been issued by written addenda by the Spokane County Purchasing Department will be official. Clarifications given during the submittal process by Spokane County to respondent’s questions will be considered informal and unofficial. The county shall not be held responsible for oral interpretations. Should any apparent discrepancies, omissions, or doubt as to meaning be found in the document the respondent shall at once notify the person listed above for administrative questions.

10.2. Acknowledge receipt of addenda in Attachment A, Part 1 where called for. Failure to provide acknowledgment may result in the submittal being rejected as not responsive.

11. SCHEDULE: *(The following dates are based upon initial planning and should be considered tentative).*

1	Evaluate applications the week of November 19, 2018
2	Interview finalists (if conducted) the week of November 26, 2018.
3	Designation of the most highly qualified firm by the Board of County Commissioners the week of December 10, 2018.

12. SELECTION PROCESS: Spokane County will be the sole judge in the determination of the most highly qualified firm or firms and the work to be offered to the firm or firms. A recommendation committee will rank all proper submittals based on the evaluation criteria set forth in this packet. From these rankings a short list of leading candidates may be developed for the purpose of interviews. Spokane County reserves the right to select the most highly qualified firm or firms based solely on the written response to the evaluation criteria and interview responses.

13. INTERVIEWS:

13.1. Interviews will be conducted and short listed firms should plan to have their identified Project Manager make the presentation. In addition other identified key personnel should be on the interview team. Short listed firms may be asked to provide supplemental or additional information for review by the committee prior to the interviews.

13.2. The County reserves the right to utilize new or revised evaluation criteria and weights to be used in evaluation of the firms being interviewed. If changes are made to the criteria or weights they will be reduced to writing and be sent to the interview candidates prior to the conduct of the interviews.

13.3. Committee members will use the applicable evaluation criteria and weights to evaluate interview information. Previous clients may be contacted as part of the evaluation process. The recommendation committee will select the most highly qualified firm among the firms interviewed and present their recommendation to the Board of County Commissioners for selection of the most highly qualified firm.

14. LIMITATIONS:

14.1. A resolution by the Spokane County Board Of County Commissioners declaring a firm as the most highly qualified to be eligible to perform work referred to in this RFQ is not intended, nor will it in any way be construed or considered, to be a contract or an exclusive guarantee to furnish services associated with this RFQ or any other work suitable to a firm of its type whether on the list or not.

14.2. Any contract awarded will be nonexclusive and if it be in the County's best interest it may award work to other firms. Any contracts resulting from this request for professional qualifications will be between the County and the provider of services and may be canceled upon written notification by the County.

14.3. The production of any schematic design, master plan or any other work produced as part of a scope of work, will not be a guarantee that the firm preparing it will have the exclusive right to perform any or all work associated with them.

15. CONTRACT: Agreements for services will be negotiated on an as needed basis utilizing a Scope Of Work (SOW) and fee approved and accepted by the county and the firm. If an agreement cannot be reached with the selected firm on a particular project or group of projects, the next "most highly qualified" firm will be contacted for contract negotiations for that project or group of projects. No work will be undertaken without a mutually agreed upon statement of work, fee, and contract signed by the Parties.

#### 16. GENERAL CONDITIONS:

16.1. This request for qualifications does not commit Spokane County to award a contract or to pay any costs incurred in preparing a submittal or to procure or contract for services or supplies. Spokane County reserves the right to accept or reject any or all submittals, or to cancel, at its discretion, this request for qualifications at any time.

16.2. The County reserves the right to utilize the request for qualification process for any reason whatsoever.

16.3. The County reserves the right to award work to other firms and to make a selection and contract for work regardless of project size, type or estimated fee value. The County does not need to terminate the eligibility of selected firms in order to exercise this option.

16.4. Debarred Or Suspended Party: The County will not make any award or permit any award or contract at any tier to any party which is debarred, suspended or in any way is excluded from procurement actions by any State or Local governmental agency. If information becomes available, such evidence may be grounds for non-award or nullification of the Contract.

16.5. Maintenance Of Records: The Contractor will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Contractor shall make available to the County, Washington State Auditor, Federal Grantor Agency, Comptroller General of the United States or any of their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Contractor shall have kept in conjunction with this Agreement and which the County may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

#### 16.6. Termination:

16.6.1. Contracts issued under this Agreement may be terminated by the firm upon thirty (30) days' prior written notice to the County in the event of substantial failure by the County to perform in accordance with the

terms of such a contract through no fault of the firm.

16.6.2. Contracts may be terminated by the County with or without cause immediately upon written notice to the firm. If the firm's termination is not for cause of such a Contract the firm shall be paid, on a prorated basis, for services rendered to the County's satisfaction through the date of termination.

16.6.3. After receipt of a Termination Notice and except as otherwise directed by the County the firm shall:

- (1) Stop work on the date and to the extent specified; and
- (2) Terminate and settle all orders and subcontracts relating to the performance of the terminated work; and
- (3) Transfer all work in process, completed work, and other material related to the terminated work to the County; and
- (4) Continue and complete all parts of the work that have not been terminated.

16.6.4. In the event of termination of a Contract through no fault of the Contractor, the County agrees to pay the Contractor for services performed to the date of termination based upon actual costs and expenses incurred according to contract. Payment will be based upon an itemized breakdown and documentation by the Contractor that services have been performed to the date of termination and acceptance of said documentation by the County.

16.6.5. If a Contractor's project contract is terminated for cause due to a determination by the County that it is no longer the most highly qualified firm to carry on the work of a project, the Contractor shall reimburse the County for all reasonable costs associated with the replacement of the Contractor with a new Contractor. In addition, and at no cost to the County or the replacement Contractor, the terminated Contractor shall provide the replacement Contractor with all of the work product produced under the contract to the date of termination which is deemed necessary for the replacement Contractor to carry on the work of the project.

## 17. KEY EMPLOYEES:

17.1. It is expected that the Project Manager and other key employee(s) upon which the Firm based its qualifications to perform the work of the RFQ will be the ones who perform the services on behalf of the Firm. Any proposed change in these key personnel shall give Spokane County the right to re-evaluate the qualifications of the Firm.

17.2. A written request by the Firm for a substitution or replacement of its project manager or other key employee(s) described in the previous paragraph will be submitted to the County for review. The request will describe why the action is being requested and be accompanied by the documentation for the person(s) as called for in the RFQ's criteria section dealing with the competence of personnel and any applicable specialized experience. Based upon the County's review of the Firm's documentation, and any supplemental information that may have been submitted at the County's request, the County, may at its sole option: (1) affirm the Firm's request in writing; or (2) deny the Firm's request and call for other substitute(s) or replacement(s) to be submitted for review; or (3) deny the Firm's request and determine the Firm is no longer the most qualified firm.

17.3. In submitting a response to the RFQ the Contractor acknowledges the County's sole right to make such determination as stipulated above.

## 18. INSURANCE:

18.1. The County will require the firm to furnish the minimum insurance coverages and limits stipulated in Attachment C, prior to execution of a contract.

18.2. The firm will furnish the County with evidence of the insurance coverages in the form of a certificate of insurance, with copies of the additional insured endorsement and all exclusions and deductibles applicable to the insurance policy, as evidence of the required coverages before any work under the RFQ can be awarded. The Contractor will provide the County with an updated Certificate Of Insurance at any time the conditions of the policy update or change any of the conditions set forth herein. The certificate holder shall be Spokane County C/O Spokane County Purchasing Department, 1211 W. Gardner Ave., 2nd Floor, Spokane, WA 99260.

18.3. The Contractor shall not commence work, nor shall the Contractor allow any subcontractor to commence work until a certificate of insurance meeting the requirements set forth above, has been submitted to the Purchasing Department for approval by the County Risk Manager. Any exclusions that may restrict the required coverage must be pre-approved by the Spokane County Risk Manager. The County reserves the right to review and approve all insurance carriers, companies, limits, conditions, and coverages. The Contractor agrees to furnish a copy of the Insurance Policy within five (5) days of receipt of written request by the County.

18.4. Failure of the Contractor to fully comply with the above insurance requirements during the term of its eligibility to perform work shall be considered a material breach of any active contract with the Contractor issued under the RFQ and could be cause for immediate termination of the Contract(s) at the County's discretion. Alternatively the County may procure and maintain, at the Contractor's sole expense, insurance to the extent deemed proper up to the amount of the required coverage(s). The County may offset the cost of such insurance against any payment due to the Contractor for work delivered under this RFQ.

#### 19. CONFORMANCE WITH FEDERAL, STATE AND LOCAL LAWS:

19.1. Federal, State And Local Laws: Services of a project as a result of the use of a Contractor's services including the letting of subcontracts in connection with any project work related to this request for qualifications (RFQ) shall conform to the applicable requirements of Federal, State and local laws and ordinances. When requesting a scope of work and fee for an anticipated project the County will stipulate which process(es), listed in the Attachment titled "Special Federal, State And Local Requirements", will apply to the contract.

19.2. Special Federal, State And Local Requirements. When applicable to a specific project's scope of work the applicable requirements set forth in the Attachment titled "Special Federal, State And Local Requirements" will be stipulated in a request for scope of work and fee issued by the County.

#### 20. RECOMMENDATION COMMITTEE:

20.1. Typically evaluation committees try to review all presentations at one sitting in order to facilitate continuity which helps improve the consistency of the individual scoring. Due to the number of firms that usually respond and the amount of time available for committee review it is strongly recommended that the response be concise and to the point. The response should be structured in order to make it easy for the committee to evaluate the firm's professional capabilities and experience.

20.2. Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response are not desired and may be construed as an indication of a firm's lack of cost consciousness. Unless specifically requested in the RFQ, elaborate art work, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

21. SUBMITTAL: It is the sole responsibility of the respondent to ensure their response is in the possession of the Spokane County Purchasing Department by the appointed date and time.

CONTENTS: The submittal response consists of the following items which should be submitted in order:

**Item 1:** Attachment A, Part 1 - **REQUEST FOR QUALIFICATIONS COVER SHEET** and receipt of addenda acknowledgment. To facilitate identification of the submission please use this sheet, or reproduction, as the very first sheet on the outside of all document copies. Color of sheet is to be white, and weight a minimum of 18lb and maximum of 20 lb.

**Item 2:** Attachment A, Part 2 - Administrative Information. Make this the second page behind Part 1. Color of sheet is to be white and weight a minimum of 18lb and maximum of 20 lb.

**Item 3:** Attachment A, Part 3 - Certifications, Assurances And Beneficial Interest Disclosure Form. Color of paper is to be white and weight a minimum of 18lb and maximum of 20 lb.

**Item 4:** Cover letter (at the respondents option)

**Item 5:** Attachment B, Respond to the evaluation criteria in Attachment B. Use Attachment B as your presentation outline. Respond to all items. The short statements following each item are meant as starting points only. Respondents are to add additional information required to more fully develop their responses so that they make sense for this project. Index your responses to each item if you do not use the format below as your outline. Answer each item fully, completely and concisely.

**Item 6:** Attachment C. Completed GSA Standard Form SF 330, **Part II only**.

NOTE: Submissions, received by the County, shall become the property of the County and shall not be returned.

## 22. SUBMITTAL FORMAT AND BINDING:

22.1. Document pages are to only be printed on one side.

22.2. Submittal page size should be 8 ½” x 11” and the paper weight should be a minimum of 18lb and maximum of 20 lb.

22.3. Text type size should be at least 11-points.

22.4. Each submittal copy should be bound in a single volume. Depending on the submittal’s thickness a staple in the upper left corner is the preferred binding. A spiral, 19-ring binding next choice and as a last choice a three ring type binder.

22.5. The cover should consist of Part 1 of Attachment “A” - Response Information.

22.6. Personnel resumes should be no longer than both sides of one page.

22.7. One additional electronic copy (PDF file) is to be submitted on a universal serial bus (USB) flash drive(s) or compact disc(s) (1x thru 52X compatible CD).

NOTE: Bulk must be kept to an absolute minimum. **Any material submitted for consideration must be incorporated in each response copy. A single set of material will not be reviewed.**

23. SUBMITTAL PACKAGING: Submissions should be sealed in an opaque envelope or package which has been clearly marked in the upper left corner with the words “Request For Qualifications” followed by the firm

name and address. In the lower left corner of the envelope or package display the RFQ number P11005, submittal date of **November 14, 2018**, and title “RFQ For US 2 Transportation Planning Study”.

24. SUBMITTAL DELIVERY: It is the sole responsibility of the respondent to ensure their response is in the possession of the Spokane County Purchasing Department on the day, date, time and location stipulated on the cover sheet. Submittals delivered late may be rejected as non-responsive. Firms will be given notice if their submittals have been received late and will be rejected. Firms with rejected submittals, who wish to have them returned, will have two (2) County work days, starting the day after the due date to either pick up their submittals or to make arrangements for their return including the pre-payment of any shipping or mailing costs. After the two-day holding period the County, at its sole discretion, will dispose of unclaimed submittals in a manner and method of its choosing.

ATTACHMENT A - RESPONSE INFORMATION

**PART 1 - COVER SHEET**

A. Legal Name of Applicant Company \_\_\_\_\_

B. Name of Contact Person Regard This Submittal \_\_\_\_\_

Title \_\_\_\_\_

Telephone Number including area code \_\_\_\_\_

Email Address \_\_\_\_\_

C. Name of Contact Person For Scope Of Work and Fee Inquiries \_\_\_\_\_  
 (If different than name listed in B above.)

Title \_\_\_\_\_

Telephone Number including area code \_\_\_\_\_

Email Address \_\_\_\_\_

D. RECEIPT OF ADDENDA: Firm acknowledges receipt of the following addenda if any:

Addendum No. _____	Addendum No. _____	Addendum No. _____	Addendum No. _____
Dated _____	Dated _____	Dated _____	Dated _____
Addendum No. _____	Addendum No. _____	Addendum No. _____	Addendum No. _____
Dated _____	Dated _____	Dated _____	Dated _____

E. Consultant Discipline Applying For: \_\_\_\_\_

**SUBMITTAL CERTIFICATION**

I certify that to the best of my knowledge the information contained in this request for qualifications is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels and the approval of the Spokane County Board of County Commissioners.

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Signature, Administrator, or Applicant Agency

\_\_\_\_\_  
 Date



## **PART 2 - ADMINISTRATIVE INFORMATION**

### **A. Contractor:**

1. Name of Contracting Party:
2. Physical Address:
3. Mailing Address including zip code:
4. Remit To Address including zip code:
5. Telephone number including area code:
6. Fax number including area code:
7. E-mail address for business correspondence:
8. Federal Tax Identification Number:
9. Washington State UBI Number if issued:
10. State Industrial Account Identification Number if issued:
11. WSDOT Approved Indirect Cost Rate (ICR) or Approval to use "Safe Harbor Rate Program"?  
\_\_\_\_\_ Yes      \_\_\_\_\_ No
12. Following is a listing of all engagements the company has undertaken in the last five years which have resulted in:
  - (a) Arbitration or litigation and the disposition of the cases.
  - (b) Claims being filed by the Federal Government or the Washington State Departments of L & I, Employment Security or Revenue.
  - (c) Liens filed by suppliers or subcontractors. List with whom, for what, and amount.

### **B. INSURANCE COMPANY:**

1. Name of company:
2. Mailing Address including zip code:
3. Insurance Agent Name:
4. Insurance Agent Telephone number including area code:
5. Insurance Agent Fax number including area code:
6. Insurance Agent email address:

**PART 3 - CERTIFICATIONS, ASSURANCES AND BENEFICIAL INTEREST DISCLOSURE FORM**

Complete the Certifications, Assurances And Beneficial Interest Disclosure Form. The form begins on the following page.

## **CERTIFICATIONS, ASSURANCES AND BENEFICIAL INTEREST DISCLOSURE FORM**

1. The following certifications and assurances are given as a required element of the submission to Spokane County, which is attached, with the understanding the truthfulness of the facts affirmed here and the continuing compliance with these requirements and all requirements of Request for Qualifications number P11005 are conditions precedent to the award or continuation of the related Agreement(s) and that:

2. In preparing this response, no assistance has been rendered by any current or former employee of Spokane County whose duties relate, or did relate, to this RFQ, or prospective Agreement, and who was assisting in other than his or her official, public capacity. Neither, in accordance with Chapter 42.23 RCW, does such a person nor any and all personal relatives, or any relatives of the respondent's employees or subcontractors, who are presently employed by Spokane County, or who stand to realize any financial gain, or beneficial interest, if a contract is awarded to the respondent or any subcontractor of the respondent for the work of this request for qualifications. Any exceptions to these assurances are to be listed and described in full detail (which is to include the name of the person, organization and relationship and interest) on a separate page and attached to this document; and

3. No officer or employee of the County, having the power or duty to perform an official act or action related to this submittal, shall have or acquire any interest in this submittal, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this submittal; and

4. We understand that Spokane County can terminate the project at any point. The Contractor shall neither have nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated and that the County would make reimbursement for satisfactory work completed; and

5. We understand that Spokane County will not reimburse us for any costs incurred in the preparation of this submittal and that this submittal becomes the property of Spokane County. We claim no proprietary right to the ideas, writings, items or samples. Submission of the attached submittal constitutes agreement to abide by the procedures described in the RFQ document; and

6. We understand that any Agreement awarded as a result of the submittal will incorporate all the RFQ requirements of Spokane County, and all agreement terms and conditions appearing in the RFQ. Submission of a response and execution of this Certifications and Assurances document certify the respondent's willingness to comply with these or substantially similar terms if selected as a Contractor. It is further understood that under no circumstances will a respondent-submitted contract/agreement be considered as a replacement for the terms and conditions appearing in this RFQ; and

7. In submitting this submittal we have read and understand the RFQ documents, that we have visited the site and/or have otherwise familiarized our self with the local conditions under which the work is to be performed, that by signature of this certification we are acknowledging all requirements and signed all certificates contained herein. and that no allowance will be sought after proposals are received for oversight, omission, error, or by our mistake; and

8. In submitting the submittal to do the work or furnish goods and services as outlined in the Contract Specifications, I hereby certify that we have not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further I certify that this Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and

9. The Contractor agrees to comply with County requirements to follow cost principals outlined in the federal Office of Budget and Management (OMB) Circular A-87 (State, Local, or Indian Tribal Governments) for financial disbursements under its Grant Agreement.

10. The Contractor agrees to comply with audit requirements outlined in OMB Circular A-133 “Audits of States, Local Governments, and Non-Profit Organizations.”; and

11. In addition to the foregoing certifications and assurances I certify that to the best of my knowledge and belief the information contained in this submittal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon annual budget amounts approved by the Spokane County Board of County Commissioners.

**CERTIFICATION**

Name Of Contracting Party: \_\_\_\_\_

\_\_\_\_\_  
By: Signature, Administrator, or Applicant Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name and title

#### **PART 4 - RESPONSE TO CRITERIA IN ATTACHMENT B**

**Use Attachment B as the presentation outline.** Respond to all items. The short statements following each item are offered as starting points only. Respondents are to add additional information required to more fully develop their responses so that the response makes sense for this project. Index your responses to each item if you do not use the format of Attachment B as your outline. Answer each item fully, completely and concisely.

ATTACHMENT B - EVALUATION CRITERIA & WEIGHTS: ENGINEERING

**It is strongly recommended that this be used as the outline for your response.**

Criteria	Description	Evaluation Weight
<p>Spokane County will compile an evaluation committee that may include representatives from the Spokane County Public Works Department, Building and Planning Department, the WSDOT Eastern Region, and the Spokane Regional Transportation Council (SRTC). The RFQ's will be evaluated based on the following criteria:</p>		
A. Understanding of the Project Study Area, Goals, and Objectives.....	<ul style="list-style-type: none"> <li>• General familiarity with the study area, including local issues within the regional context</li> <li>• General understanding of the study objectives</li> <li>• Understanding of local policies affecting regional transportation efforts</li> <li>• Proposed approach to the project</li> <li>• Technical analysis tools and techniques proposed</li> <li>• Proposed project timeline/schedule, including appropriate order of described tasks to achieve meaningful recommendations</li> <li>• Availability and ability of team members to engage with various groups and levels of stakeholders throughout the duration of the project</li> </ul>	45
B. Qualifications and Experience of the Proposed Team & Project Manager.....	<ul style="list-style-type: none"> <li>• Previous experience of proposed Project Manager with regional and/or multi-jurisdictional studies</li> <li>• Technical skills and expertise of key team members</li> <li>• Relevant prior experience of key team members in dealing with transportation issues</li> <li>• Demonstrated ability to successfully conduct thorough analysis on complex transportation mobility and safety issues, and objectively present feasible options and recommendations on associated issues</li> <li>• Demonstrated understanding of interrelationships between transportation and land use</li> <li>• References from former clients on similar projects</li> </ul>	40
C. Public Involvement and Stakeholder Engagement Approach.....	<ul style="list-style-type: none"> <li>• Demonstrated ability to implement a successful public engagement strategy with various stakeholder interests that provides meaningful input into project outcomes</li> </ul>	15
<b>TOTAL POSSIBLE POINTS =</b>		<b>100</b>

ATTACHMENT C - GSA STANDARD FORM SF 330

Submit a completed GSA Standard Form SF 330, **Part II only**

## ATTACHMENT D – MANDATORY TERMS AND CONDITIONS

The County will prepare contracts based upon a scope of work and fee as negotiated and approved by the A/E and the County. Should the County and A/E fail in their negotiations the County reserves the right to end negotiations, at a time of its choosing, and begin negotiations with the next “most highly qualified firm”. Failure to negotiate a scope of work and fee will not terminate the A/E’s “eligibility” status.

The following are minimum conditions that shall be incorporated in contracts resulting from this RFQ. Firms considering responding to this RFQ are well advised to take these paragraphs into consideration when making their decision whether to submit a response or not.

### 1. INSTRUMENTS OF SERVICE:

1.1. Drawings, specifications and other documents, including those in electronic form, prepared by the A/E and the A/E's consultants are Instruments of Service. The County shall own all rights, title and interest in all of the Instruments of Service and all of the other materials conceived or created by the A/E, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereafter "Materials"). All finished or unfinished Materials prepared by the A/E under this RFQ shall be the property of the County whether or not the Project is completed or an agreement issued under this RFQ is canceled prior to expiration.

1.2. The A/E hereby assigns to the County all rights, title and interest to the Materials. The A/E shall, upon request of the County, execute all papers and perform all other acts necessary to assist the County to obtain and register copyrights, patents or other forms of protection provided by law for the Materials such work being at additional expense to the County. The Materials created under this RFQ by the A/E, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the Materials, whether in paper, electronic, or other form, shall be remitted to the County by the A/E, its employees and any subcontractors, and the A/E shall not copy, reproduce, allow or cause to have the Materials copied, reproduced or used for any purpose other than performance of the A/E's obligations under this RFQ without the prior written consent of the County's Designated Representative except that the A/E may retain copies necessary for record keeping, documentation and other such business purposes related to work performed under the RFQ.

1.3. The foregoing shall not be construed to mean that the County shall acquire an exclusive possessory right, by copyright or otherwise, to the exclusion of the A/E, in standard elements found in the Materials (such as standard details) generated and authored by the A/E for its regular, repeated and ongoing use in designs, plans and drawings for its customers in the regular course of its business. The County further waives any claim it might have against the A/E for errors or omissions arising specifically from changes made by the County or others to the Materials after the completion of the work provided under this RFQ. This waiver does not extend to errors or omissions in the Materials unrelated to any such changes by the County or others.

1.4. The A/E represents and believes that Materials produced or used under this RFQ do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. The A/E shall indemnify and defend the County at the A/E's expense from any action or claim brought against the County to the extent that it is based on a claim that all or part of the Materials infringe upon the intellectual property rights of another. The A/E shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of work performed under this RFQ, amendments and supplements



thereto, which are attributed to such claims or actions. This paragraph shall not apply to claims that arise from Materials specifically required by the County, or to portions of the Materials which the County directed the A/E to include within said Materials.

1.5. If such a claim or action arises, or in the A/E's or the County's opinion is likely to arise, the A/E shall, at the County's discretion, either procure for the County the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

1.6. When applicable at the completion of work under this RFQ, upon request of the County, the A/E will furnish to the County, at no additional charge, two electronic copies on CD containing the final specifications in Microsoft Word (windows based) and all CAD drawing files in .dwg format no older than one version previous to the current software version.

1.7. The A/E shall ensure that the substance of foregoing subsections is included in each subcontract for the work under this RFQ.

2. **INSURANCE:** The A/E shall continue coverage meeting the requirements of Request For Qualifications P11005 for the duration of eligibility to perform under the RFQ.

3. **VENUE STIPULATION:** This Agreement has and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement of this Agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

#### 4. **INDEMNIFICATION:**

4.1. The A/E agrees to defend, indemnify and hold the County harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from, a negligent act, error or omission or of the A/E performed under this RFQ by the A/E, its agents or employees to the fullest extent permitted by law. The A/E's duty to indemnify the County shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the County, its agents or employees. The A/E's duty to indemnify the County for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) the County, its agents or employees, and (b) A/E, its agents or employees shall apply only to the extent of negligence of the A/E or its agents or employees. A/E's duty to defend, indemnify and hold the County harmless shall include, as to all claims, demands, losses and liability to which it applies, the County's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses. A/E's defense obligation under the indemnity paragraph shall include only the reimbursement of reasonable defense costs to the extent of A/E's actual, proportional indemnity obligation as determined by a court of law.

4.2. The A/E's professional liability to the County (including A/E's officers, directors, employees and agents) shall be limited to the amount payable under this Contract or one million dollars (\$1,000,000), whichever is less. In no case shall the A/E's professional liability to third parties be limited in any way. This limitation applies to all lawsuits, claims or actions identified under any legal theory related to A/E's services provided under this RFQ and any continuation or extension of such services.

4.3. The A/E's indemnification shall specifically include all claims for loss or liability because of wrongful payments under the Uniform Commercial Code, or other statutory or contractual liens or rights of third parties, including taxes, accrued or accruing as a result of this contract or work performed or materials furnished directly or indirectly because of this contract.

4.4. A/E and County expressly waive their immunity under Industrial Insurance, Title 51, RCW. County's waiver of immunity extends only to claims against A/E by County's current or former employees. A/E's waiver of immunity extends only to claims against County by A/E's current or former employees. A/E agrees that this duty to indemnify County applies regardless of any provisions in RCW Title 51 to the contrary.

5. RELATIONSHIP OF THE PARTIES: The Parties intend that an independent contractor relationship will be created by this Agreement. The County is interested only in the results that could be achieved and the conduct and control of all services will be solely with the A/E. No agent, employee, servant or otherwise of the A/E shall be deemed to be an employee, agent, servant, or otherwise of the County for any purpose and the employees of the A/E are not entitled to any of the benefits that the County provides for County employees. The A/E will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors, or otherwise, during the performance of work under this RFQ.

6. OTHER EMPLOYMENT: Contracts resulting from this RFQ are not exclusive services Agreements. The A/E may take on other professional assignments while completing work under this RFQ.

7. PAYMENT OF TAXES: Contracts resulting from this RFQ is for the employment of the A/E as an independent contractor. The A/E holds that they are an independent contractor doing business as listed above and is solely responsible for paying any and all taxes associated with work performed under this RFQ including but not necessarily limited to income and social security taxes.

8. ENFORCEMENT COSTS: If any legal action or other proceeding is brought for the enforcement of any Contract work performed under this RFQ, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of a Contract for work performed under this RFQ, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled.

9. METHOD OF PAYMENT: The method of payment will be at the County's sole discretion using any of the methods listed below. The pricing submitted by the A/E and accepted by the County is inclusive of applicable payment terms, as well as, any and all fees incurred by the A/E through its financial institutions in accepting any of the above referenced payment methods. No additional fees or charges to the County shall apply, unless otherwise preapproved by the County. Additionally, unless otherwise set forth in the A/E's scope of work and fee, and unless accepted by the County in a contract issued under the RFQ, all payments shall be made in arrears and with payment terms of "Net 30 Days" from the date that the County receives a correct and accurate invoice. An accurate invoice must, in part, reference a valid County contract/agreement or purchase order number. The method of payment options that the County may use, at its sole discretion, are:

- (1) By warrant (check);
- (2) The County's credit card – otherwise referred to as “payment card” or “P-Card”;
- (3) Automated Clearing House (ACH);
- (4) Electronic Payment (E-Payment, also referred to as e-Payables).

10. COMPLIANCE WITH LAWS: The Parties hereto specifically agree to observe federal, state and local laws, ordinances and regulations to the extent that they may have any bearing on either providing any money under the terms of the Agreement or the services actually provided under the terms of the Agreement.

11. ASSIGNMENT: The A/E may not assign or transfer in whole or in part, its interest in the Agreement without the express written consent of the County.

12. MODIFICATION: No modification or amendment to the Agreement shall be valid until the same is reduced to writing, in the form of a change order, and executed with the same formalities as this present Agreement.

13. ENDORSEMENT OF PLANS: The A/E shall seal and sign all drawings prepared for the project as required or upon request of the County.

#### 14. SEVERABILITY

In the event any term or condition of the Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of the Agreement are declared severable.

#### 15. SPECIAL PROVISION

The County's failure to insist upon the strict performance of any provision of the Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under the Agreement.

#### 16. WAIVER

No officer, employee, agent or otherwise of the County, has the power, right or authority to waive any of the conditions or provisions of this. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in the Agreement or a law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the County to enforce at any time any of the provisions of the Agreement or to require at any time performance by the Contractor of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of the Agreement or any part hereof, or the right of the County to hereafter enforce each and every such provision.

#### 17. NON-DISCRIMINATION

The Contractor shall not discriminate against any employee who is employed in connection with the Work, or against any applicant for such employment, because of race, creed, color, sex, sexual orientation, national origin, marital status, or the presence of any sensory, mental or physical handicap.

#### 18. RECOVERY OF FUNDS

Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to Spokane County the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and Spokane County including reasonable attorney fees and or any other collection costs. The rights of Spokane County are in addition and without prejudice to any other right Spokane County may have to claim the amount of any loss or damage suffered by Spokane County on account of the acts or omissions of the Contractor.

#### 19. EXECUTION AND APPROVAL

The PARTIES warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this Agreement.

#### 20. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

#### 21. THIRD PARTY BENEFICIARIES

This Agreement is intended for the benefit of the COUNTY and CONTRATOR and not for the benefit of any third parties.

22. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. The Contractor has read and understands all of this Agreement, and now states that no representation, promise, or Agreement not expressed in this document has been made to induce the Contractor to execute the same.

## ATTACHMENT E – INSURANCE REQUIREMENTS

### 1. INSURANCE NOTES:

1.1. For the duration of this Request For Qualifications (RFQ) the Contractor selected as the number 1 most highly qualified firm to provide the services of the RFQ will be required to furnish the minimum insurance coverages and limits stipulated in this Attachment which shall cover each project contracted with the Contractor under RFQ P11005. Should any other Contractor on the eligibility list be awarded a Contract under this RFQ they, at that time, shall be required to furnish the minimum insurance coverages and limits stipulated in this Attachment for the duration of that Contract.

1.2. The Contractor will furnish the County with evidence of the insurance coverages in the form of a certificate of insurance, with copies of the additional insured endorsement and all exclusions and deductibles applicable to the insurance policy, as evidence of the required coverages before any work under the RFQ can be awarded. The Contractor will provide the County with an updated Certificate Of Insurance at any time the conditions of the policy update or change any of the conditions set forth herein. The certificate holder shall be Spokane County C/O Spokane County Purchasing Department, 1211 W. Gardner Ave., 2nd Floor, Spokane, WA 99260.

1.3. The Contractor shall not commence work, nor shall the Contractor allow any subcontractor to commence work until a certificate of insurance meeting the requirements set forth above, has been submitted to the Purchasing Department for approval by the County Risk Manager. Any exclusions that may restrict the required coverage must be pre-approved by the Spokane County Risk Manager. The County reserves the right to review and approve all insurance carriers, companies, limits, conditions, and coverages. The Contractor agrees to furnish a copy of the Insurance Policy within five (5) days of receipt of written request by the County.

1.4. Failure of the Contractor to fully comply with the above insurance requirements during the term of its eligibility to perform work shall be considered a material breach of any active contract with the Contractor issued under the RFQ and could be cause for immediate termination of the Contract(s) at the County's discretion. Alternatively the County may procure and maintain, at the Contractor's sole expense, insurance to the extent deemed proper up to the amount of the required coverage(s). The County may offset the cost of such insurance against any payment due to the Contractor for work delivered under this RFQ.

### 2. INSURANCE REQUIREMENTS:

2.1. **INSURANCE:** The Contractor shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the contract. Following is a list of requirements for this contract. Any exclusion that may restrict required coverage must be pre-approved by the Spokane County Risk Management Department. Work under this contract shall not commence until evidence of all required insurance and bonding is provided to the County of Spokane. The Contractor's insurer shall have a minimum A.M. Best's rating of A-VII and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Contractor and returned to the Spokane County Purchasing Department. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the department with whom the contract is executed. The policy shall be endorsed and the certificate shall reflect that the County of Spokane is named as an additional insured on the Contractor's general liability policy with respect to activities under the contract. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

2.1.1. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance for the Contractor. Any insurance or self-insurance carried by the owner or County shall be excess and not contributory insurance to that provided by the Contractor.

2.1.2. The Contractor shall not commence work, nor shall the Contractor allow any subcontractor to commence work on any subcontract until a Certificate of Insurance, meeting the requirements set forth herein, has been approved by Spokane County Risk Management Department and filed with the Spokane County Purchasing Department. Said proof of insurance should be mailed to the Purchasing Department Attention Contract P11005. Upon request, the Contractor shall forward to the Purchasing Department the original policy, or endorsement obtained, to the Contractor's policy currently in force.

2.1.3. Failure of the Contractor to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at the County's discretion.

2.1.4. Providing coverage in the amounts listed shall not be construed to relieve the Contractor from liability in excess of such amounts.

3. INSURANCE COVERAGE: The insurance shall provide the minimum coverage as set forth below:

3.1. GENERAL LIABILITY INSURANCE:

3.1.1. The Contractor shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury and fire damage.

3.1.2. Additional Insured Endorsement: General Liability Insurance must state that Spokane County, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used **"Spokane County, Its Officers, Agents And Employees Are Named As An Additional Insured As Respects To Individual Contracts Issued Under RFQ P11005"**.

3.2. PROOF OF AUTOMOBILE INSURANCE: The Contractor shall carry, for the duration of this Agreement, comprehensive automobile liability coverage of \$1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this Contract. Said policy shall provide that it shall not be canceled, materially changed, or renewed without forty five (45) days written notice prior thereto to Spokane County.

3.3. WORKERS COMPENSATION: When the Contractor has employees of the company, the Contractor shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be the Contractor's assurance that coverage is in effect.

3.4. PROFESSIONAL LIABILITY INSURANCE: The Contractor shall carry Professional Liability insurance coverage in the minimum amount of the value of this contract or \$1,000,000.00, whichever is less.

ATTACHMENT F - SPECIAL FEDERAL, STATE AND LOCAL REQUIREMENTS:

**THE COUNTY WILL STIPULATE WHICH PROCESS(ES) BELOW WILL APPLY IN A REQUEST TO THE CONTRACTOR TO PROVIDE A SCOPE OF WORK AND FEE.**

1. UTILIZATION OF MBE/WBE AND SMALL BUSINESSES: Minority, and women-owned and controlled businesses, under current certification by the Washington State Office of Minority and Women's Business Enterprises, and small businesses will be offered the maximum practicable opportunity to participate in the performance of contracts arising as a result of this RFQ process where such participation is required or where called for in specific scopes of work issued under this RFQ.

1.1. For a project subject to the conditions in this paragraph requiring the Contractor to utilize the six affirmative action steps regarding MBE/WBE and Small Business utilization and utilize such firms to the maximum extent practical the Contractor will be required to submit a statement of compliance and a list of firms meeting the criteria which the Contractor anticipates using and to what percentage of the value of the estimated contract their participation will represent. The Contractor will be required to supply this information within three (3) County work days from the date of request by the County. The Contractor's failure to provide the above information timely shall, at the sole option of the County, be just cause to end contract negotiations with the Contractor and for the County to contact the next "most qualified" Contractor for contract negotiations. Failure to enter into a specific contract does not remove a Contractor from the list or change its rank order. The statement of compliance form and participation form is included below.

1.2. The list of companies that qualify for meeting State of Washington annual goals for Spokane for Professional Service projects are listed in the Washington State Office of Minority and Women's Business Enterprises Directory.

1.3. WASHINGTON STATE MBE/WBE AND SMALL BUSINESS UTILIZATION REQUIREMENTS: Complete the following Statement of Compliance With Women And Minority Business Utilization Requirements, and the MBE/WBE And Small Business Participation Report

2. NON-DISCRIMINATION PROVISION WSDOT, OEO: Contracts calling for scopes of work and fees requiring compliance with the provisions of this paragraph, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") shall agree as follows:

2.1. Compliance With Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2.2. Nondiscrimination. The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

2.3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

2.4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Spokane County or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Spokane County, or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

2.5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Spokane County and the Washington State Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited:

2.5.1. Withholding of payments to the contractor under the contract until the contractor complies, and/or;

2.5.2. Cancellation, termination, or suspension of the contract, in whole or in part.

2.6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs (2.1.) through (2.6.) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as Spokane County or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Spokane County enter into such litigation to protect the interests of the County and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. CLEAN AIR ACT: The Contractor must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

4. SMALL BUSINESS IN RURAL AREAS (SBRA) REQUIREMENTS: Small businesses are defined as having fewer than 500 employees<sup>1</sup>. Spokane County is required to utilize the following affirmative steps:

4.1. Place SBRA on solicitation lists.

4.2. Make sure that SBRA are solicited whenever there are potential sources.

4.3. Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRA.

4.4. Establish delivery schedules, where the requirements of work permit, which would encourage participation by SBRA.

4.5. Use the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.

4.6. Require the contractor to comply with the affirmative steps outlined above. NOTE: There is no formal reporting requirement for SBRA at this time



<sup>1</sup>SBA Office of Advocacy, Small Business Profile: Washington, Published in 2007 by the U.S. Small Business Administration, Office of Advocacy.

5. CONFERENCE ROOMS: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended)

6. USE OF RECYCLED PAPER: All reports prepared by the Contractor for delivery to the County or other government agencies will be prepared on recycled paper in accordance with EPA Order 1000.25 and Executive Order 13101.

7. WORKPLACE LISTING: The Contractor will provide a list of all workplaces under this contract. The Contractor will make a good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200-36.230.

8. SALARY RATE: Salary rate (excluding overhead) paid to individual consultants retained by the County or by the Contractor's subcontractors shall be limited to the maximum daily rate for a GS-18 as outlined in Title 40 CFR 31.36 (j). This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed; the County will pay these in accordance with their normal travel reimbursement practices.

ATTACHMENT G - AGREEMENT  
ALL PROJECTS WILL USE LOCAL AGENCY STANDARD CONSULTANT AGREEMENT FORMS

Local Agency Standard Consultant Agreement forms will be used for project awards using any Washington State or County funding or any award using any combination of funding from any of these sources. WSDOT Standard Consultant Agreement Forms are available at:

<http://wsdot.wa.gov/LocalPrograms/LAG/CAI.htm>